



Disposal of Highly Reactive and
Explosive Chemicals

May 6, 1983

Mr. Gordon Kaplan
USEPA Region II
26 Federal Plaza
New York, New York 10278

Dear Mr. Kaplan:

Enclosed please find a revised narrative certification of liability insurance for Emergency Technical Services Corporation with the language addition we discussed. This now places on your hands all the required documentation necessary to complete ETSC's financial assurance responsibility.

Please advise if you have any comments.

Sincerely yours,

George Haggart
President

GH/cfl

Enclosure

cc: Lino Periera
New Jersey DEP
P.O. Box CN027
32 East Hanover Street
Trenton, New Jersey 08625



Disposal of Highly Reactive and
Explosive Chemicals

May 3, 1983

Mr. Lino Periera
New Jersey Department of Environmental Protection
P.O. Box CN027
32 East Hanover Street
Trenton, New Jersey 08625

Dear Mr. Periera:

Enclosed please find the Stand-by Trust Agreement for Emergency Technical Services Corporation.

Under a separate cover you will be receiving another insurance certification with amended language. With that you will have all the required documents necessary to complete our financial assurance responsibility.

If you have any questions, please advise.

Sincerely yours,



George Haggart
President

GH/cfl

Enclosure

cc: Gordon Kaplan
U.S. EPA Region II
26 Federal Plaza
New York, New York 10278

*Voided as per
CO. 3/3/86.
Lm*

TRUST AGREEMENT

Trust Agreement, the "Agreement," entered into as of April 29, 1983, by and between EMERGENCY TECHNICAL SERVICES CORPORATION, a New Jersey corporation, the "Grantor," and NATIONAL COMMUNITY BANK OF NEW JERSEY, "a banking association of the United States of America," the "Trustee."

WHEREAS, the United States Environmental Protection Agency, "EPA," an agency of the United States Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility,

WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

SECTION 1. DEFINITIONS. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

SECTION 2. IDENTIFICATION OF FACILITIES AND COST ESTIMATES.

This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

SECTION 3. ESTABLISHMENT OF FUND. The Grantor and the

Trustee hereby establish a trust fund, the "Fund," for the benefit of EPA. The Grantor and the Trustee intend that no third party

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BRANCH
GRANTS ADMINISTRATION

have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by EPA.

SECTION 4. PAYMENT FOR CLOSURE AND POST-CLOSURE CARE.

The Trustee shall make payments from the Fund as the EPA Regional Administrator shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the EPA Regional Administrator from the Fund for closure and post-closure expenditures in such amounts as the EPA Regional Administrator shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the EPA Regional Administrator specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

SECTION 5. PAYMENT COMPRISING THE FUND. Omitted pursuant to Reg. Section 264.143 (d) (3) (ii) (A). A).

SECTION 6. TRUSTEE MANAGEMENT. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of

this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; EXCEPT THAT:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

SECTION 7. COMMINGLING AND INVESTMENT. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein, and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its dis-

cretion.

SECTION 8. EXPRESS POWERS OF TRUSTEE. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, at public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity of expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by

an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

SECTION 9. TAXES AND EXPENSES. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

SECTION 10. ANNUAL VALUATION. Omitted pursuant to Reg. Section 264.143 (d) (3) (ii) (C).

SECTION 11. ADVICE OF COUNSEL. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

SECTION 12. TRUSTEE COMPENSATION. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

SECTION 13. SUCCESSOR TRUSTEE. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer and pay over to the successor trustee the funds and

properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify a date on which it assumes administration of the trust in a writing sent to the Grantor, the EPA Regional Administrator, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

SECTION 14. INSTRUCTIONS TO THE TRUSTEE: All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the EPA Regional Administrator to the Trustee shall be in writing, signed by the EPA Regional Administrators of the Regions in which the facilities are located, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EPA, except as provided for herein.

SECTION 15. NOTICE OF NONPAYMENT. Omitted pursuant to Reg. Section 264.143 (d) (3) (ii) (D).

SECTION 16. AMENDMENT OF AGREEMENT. This agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional Administrator, or by the Trustee and the appropriate EPA Regional Administrator if the Grantor ceases to exist.

SECTION 17. IRREVOCABILITY AND TERMINATION. Subject to the rights of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator, or by the Trustee and the EPA Regional Administrator, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

SECTION 18. IMMUNITY AND INDEMNIFICATION. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions of the Grantor or the EPA Regional Administrator issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

SECTION 19. CHOICE OF LAW. This Agreement shall be administered, construed, and enforced according to the laws of the State of New Jersey.

SECTION 20. INTERPRETATION. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties above certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151 (a)(1) as such regulations were constituted on the date first above written.

EMERGENCY TECHNICAL SERVICES CORPORATION

Attest:

BY:

George M. Haggart, President

Heidi Haggart, Secretary

NATIONAL COMMUNITY BANK OF NEW JERSEY

Attest:

BY:

Donald E. Rose, Trust Officer

Gregory Boyd
Assistant Cashier
STATE OF NEW JERSEY)
COUNTY OF MORRIS)

ss:

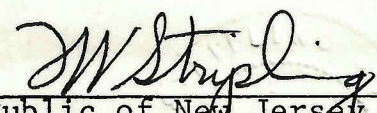
On this 29 day of April, 1983, before me personally came George M. Haggart, to me known, who, being by me duly sworn, did depose and say that he resides at Route 515, Vernon, New Jersey, that he is the president of Emergency Technical Services Corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Lori M. Coppola
A Notary Public of New Jersey

LORI M. COPPOLA
Notary Public of New Jersey
My Commission Expires Feb. 5, 1986

STATE OF NEW JERSEY)
BERGEN) ss:
COUNTY OF ~~MORRIS~~)

On this 29th day of April, 1983, before me personally came Donald E. Rose, to me known, who, being by me duly sworn, did depose and say that he resides at 33 Walray Avenue, North Haledon, that he is the Trust Officer of National Community Bank of New Jersey, the Trustee described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.


A Notary Public of New Jersey
FRANCIS W. STRIPLING
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 27, 1985

SCHEDULE A

Location of Grantor's Facility: Route 505, Vernon, Sussex
County. New Jersey 07435. NJD000692053

Cost Estimate of Closure Costs of Facility:

	<u>Cost per Containers</u>	<u>No. of Containers</u>	<u>Total Cost</u>
1. Cleaning and shipment of material off-site:			
a. Material associates with the cleaning of the burning pan, hazardous waste maga- zines and cabinets, and four concrete pads to be placed in 55 gallon shipping container	\$50.00	1	\$50.00
b. Place dismantled burning tube in 55 gallon shipping container	\$50.00	1	\$50.00
c. Place all packing materials received with last incoming shipment of wastes in 55 gallon shipping container	\$50.00	4	<u>\$200.00</u>
Total cleaning cost			\$300.00
2. Labor:			
a. Clean burning pan, magazine, cabinets and four concrete pads.		1 ½ man days	
b. Dismantle burning tube		1/8 man day	
c. Place all packing materials in shipping containers		<u>.1/8 man day</u>	
	TOTAL	1 3/4 man days	
Subtotal labor cost = 1 3/4 man days x \$100.00 per man day = \$175.00			
d. Expert for detonation of explosives and destruction of flammables and highly reactive wastes.....		4 man days	
Subtotal labor costs = 4 man days x \$500.00 per man day = \$2,000.00			
Total labor cost = \$175.00 + \$2,000.00 = \$2,175.00			
Total Closure costs:			
Item 1.			\$300.00
Item 2.			<u>\$2,175.00</u>
	TOTAL COST		\$2,475.00

SCHEDULE B

Trust property constituting the trust Fund shall consist of all amounts paid pursuant to a draft by the Regional Administrator on a Letter of Credit of National Community Bank of New Jersey in the amount of \$5,000.00, if and when drawn upon.

EXHIBIT A

Name of person designated by Grantor to give orders, requests,
or instructions to the Trustee:

George M. Haggart, President of Grantor.



Disposal of Highly Reactive and
Explosive Chemicals

March 31, 1983

Mr. Gordon Kaplan
Grants Administration Branch
U.S. Environmental Protection Agency
Region II
26 Federal Plaza
New York, New York 10278

Dear Mr. Kaplan:

Since our telephone conversation of yesterday, we have reviewed the revised interim rules amending 40CFR264 and 265 published on April 7, 1982. We are in the process of rewording our letter of credit to comply with the specifications on page 15062. Also, we are arranging to clarify the wording on our insurance certificate to comply with the April 16, 1982 guidelines.

We believed we were in full compliance with all applicable sections of 40CFR until we received Mr. Cvinar's letter of February 7, 1982. As our letters of February 14, and March 10 and 21 indicate, any discrepancies are clerical, not operational. We are proceeding as rapidly as possible and request a reasonable amount of time to resolve these administrative problems.

Sincerely,
EMERGENCY TECHNICAL
SERVICES CORPORATION

George C Walton
George C. Walton
Operations Manager

GCW:jf

GOLD MINE ROAD, FLANDERS, NEW JERSEY 07836 201-347-0017



Disposal of Highly Reactive and
Explosive Chemicals

March 21, 1983

Mr. Joseph Cvinar
Grants Administration Branch
U.S. Environmental Protection Agency
Region II
26 Federal Plaza
New York, New York 10278

Re: Letter dated 3-10-83

Dear Mr. Cvinar:

Attached is the amendment for the previously issued letter of credit from the National Community Bank of New Jersey. This letter is submitted to comply with 40CFR265.143.

If you need any additional information, or if I can be of any further assistance, please contact me at the office.

Very truly yours,
EMERGENCY TECHNICAL
SERVICES CORPORATION

Joan Fitzpatrick
Joan Fitzpatrick
Customer Service

encl.

GOLD MINE ROAD, FLANDERS, NEW JERSEY 07836 201-347-0017

National Community Bank of New Jersey
INTERNATIONAL DIVISION
P.O. Box 250
Rutherford, N. J. 07070
Cable: NATCO Telex: 219418 NCBNJ

Cable Address: Natcobank
Telex No.: 133487 (Rtfd)

Date: March 10, 1983

U.S. EPA
26 Federal Plaza
New York City, New York 10278

Gentlemen:

We hereby amend our irrevocable credit # 9022

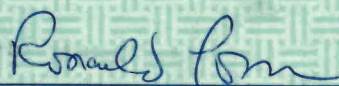
issued in your favor on 3/4/83 for account of Emergency Technical Services Corp.
as follows:

Delete: Your officially signed statement that Emergency Technical Services Corp. has failed to comply with the terms and conditions or restrictions set forth in the temporary operating authorization dated June 27, 1980 or with any rule or regulation of the Solid Waste Administration in the operating of a hazardous waste facility of the transfer storage type located at latitude 41 08 45 N, longitude 074 30 11 W in the municipality of Mt. Olive Township in the County of Morris under Hazardous Waste Facility Number 7427A.

Replace: Your officially signed statement that Emergency Technical Services Corp. has failed to comply with the terms and conditions or restrictions set forth in the temporary operating authorization dated June 27, 1980 or with any rule or regulation of the Solid Waste Administration in the operating of a hazardous waste facility of the transfer storage type located at latitude 41 08 45 N, longitude 074 30 11 W in the municipality of Vernon in the county of Sussex under Hazardous Waste Facility I.D. # NJD000692053.

All other terms and conditions remain unchanged.
This letter is to be attached to and become an integral part of the original credit instrument.

Very truly yours



RONALD PORCURO
Asst. Vice President

Authorized signature

9409



G. H. ESTES, Vice Pres.
Sr. International Officer

Authorized signature



Disposal of Highly Reactive and
Explosive Chemicals

March 10, 1983

NJD000692053

Mr. Joseph Cvinar
Grants Administration Branch
U.S. Environmental Protection Agency
Region II
26 Federal Plaza
New York, New York 10278

Dear Mr. Cvinar:

This letter refers to my letter of February 14, 1983, concerning 40 CFR 265.143 and 40 CFR 265.147.

Attached is a letter of credit from the National Community Bank of New Jersey for \$5,000. Our closure cost estimate (adjusted for inflation) is \$2623.50. A typographical error appears in lines 6 and 7 of the first paragraph. An amendment to correct this error has been requested; it will be forwarded to you as soon as it is available. The letter of credit is submitted to comply with 40 CFR 265.143.

Also attached is a certificate of insurance to establish financial responsibility caused by sudden accidental occurrences. This certificate is submitted to comply with 40 CFR 265.147.

If you have any questions on the material submitted or require additional information, please contact with George Haggart, Emergency Technical Services Corporation's President, or me at 201-697-4424 at your convenience.

Sincerely,
EMERGENCY TECHNICAL
SERVICES CORPORATION

George C. Walton
George C. Walton
Operations Manager

GCW/jf
encl.

GOLD MINE ROAD, FLANDERS, NEW JERSEY 07836 201-347-0017



National Community Bank of New Jersey

INTERNATIONAL DEPARTMENT

650 Washington Avenue
Carlstadt, New Jersey 07072

Cable: NATCO Telex: ~~133487~~ (Natcobank Carl)

Administrative Office
113 West Essex Street
Maywood, N. J. 07607
Telex: 642159

Home Office
24 Park Avenue
Rutherford, N. J. 07072
Cable: NATCO

Date March 4, 1983

☐ Refers to our cable of _____

Credit Number

Irrevocable Documentary Letter of Credit	Issuing Bank Advising Bank	Advising Bank Issuing Bank 9022
Advising Bank	Applicant Emergency Technical Services Corp. 97 West Hanover Avenue Randolph, New Jersey 07801	
Beneficiary U. S. EPA 26 Federal Plaza New York City, New York 10278	Amount USDlrs 5,000.00 (Five Thousand & 00/xx) Expiry Date at our counters on March 31, 1984	

DEAR SIR: We hereby issue in your favor this irrevocable documentary Letter of Credit which is available by negotiation of your draft at Sight bearing our credit number drawn on National Community Bank of New Jersey
~~xx~~ ~~xxxxxxx~~ accompanied by the following documents:

This original letter of credit.

Your officially signed statement that Emergency Technical Services Corp. has failed to comply with the terms and conditions or restrictions set forth in the temporary operating authorization dated June 27, 1980 or with any rule or regulation of the Solid Waste Administration in the operating of a hazardous waste facility of the transfer storage type located at latitude 41 08 45 N, longitude 074 30 11 W in the municipality of Mt. Olive Township in the County of Morris under Hazardous Waste Facility Number 7427A.

This letter of credit may be extended by amendment not later than 120 days prior to the stated expiration date or any further extension for successive one year periods but not beyond March 31, 1989. If you have not received our amendment extending this letter of credit or any extension hereof, in addition to your right to draw against this letter of credit set forth above, you may draw your one sight draft on us for an amount not to exceed the unused balance on the letter of credit accompanied by your statement that the drawing is being made due to our failure to extend the letter of credit.

Voided as per Co. 3/3/86 Lm

drawings Partial xxxxxx are permitted	xxxxxxx
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This credit is subject to the Uniform Customs and Practices for Documentary Credits (1974 revision) International Chamber of Commerce Publications number 290.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS AND BONA-FIDE HOLDERS OF DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED ON DUE PRESENTATION TO THE DRAVEES IF NEGOTIATED ON OR BEFORE THE EXPIRATION DATE OR PRESENTED TO THE DRAVEES TOGETHER WITH THIS LETTER OF CREDIT ON OR BEFORE THAT DATE. THE AMOUNT AND DATE OF NEGOTIATION OF EACH DRAFT MUST BE ENDORSED ON THE REVERSE HEREOF BY THE NEGOTIATING BANK.

Instructions to the negotiating Bank:

- ☐ The amount of each drawing must be endorsed on the reverse hereof.
- ☐ All documents are to be despatched to us by airmail.
- ☒ Upon receipt of the relative documents, we shall cover you as requested.
- ☐ After negotiation, please reimburse for your payment by drawing at sight on

.....
accompanied by your certificate certifying that all terms and conditions thereof have been complied with.

Unless otherwise stated, all charges outside of the United States are for the beneficiaries account.

FOR: National Community Bank of New Jersey
International Department

Ronald Porcoro Ronald Porcoro
Ass't V. P.
Authorized Signature

Luisa Ciardi Luisa Ciardi
Ass't Cashier
Authorized Signature



National Community Bank
of New Jersey

INTERNATIONAL DEPARTMENT
15 Ames Avenue, Rutherford, N.J. 07070

Cable Address: Natcobank
Telex No.: 133487 (Rtfd)

Date: March 4, 1983

U. S. EPA
26 Federal Plaza
New York City, New York 10278

Gentlemen:

We hereby amend our irrevocable credit # 9022
issued in your favor on 3/4/83 for account of Emergency Technical Services Corp.
as follows:

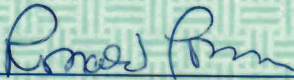
Delete: Applicant's address-
97 West Hanover Avenue, Randolph, New Jersey 07801 .

Replace: Goldmine Road, Flanders, New Jersey 07836 .

All other terms and conditions remain unchanged.

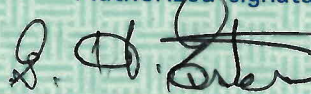
This letter is to be attached to and become an integral part of the
original credit instrument.

Very truly yours


Authorized signature

RONALD PORCORO
Asst. Vice President

9357


Authorized signature

G. H. ESTES, Vice Pres.
Sr. International Officer



National Community Bank
of New Jersey

INTERNATIONAL DEPARTMENT
15 Ames Avenue, Rutherford, N.J. 07070

Cable Address: Natcobank
Telex No.: 133487 (Rtfd)

Date: April 25, 1983

U. S. EPA
26 Federal Plaza
New York City, New York 10278

Gentlemen:

We hereby amend our irrevocable credit # **9022**

issued in your favor on **3/4/83** for account of **Emergency Technical Services Corp.**

as follows:

Delete: Your officially signed statement that Emergency Technical Services Corp. has failed to comply with the terms and conditions or restrictions set forth in the temporary operating authorization dated June 27, 1980 or with any rule or regulation of the Solid Waste Administration in the operating of a hazardous waste facility of the transfer storage type located at latitude 41 08 45 N, longitude 874 30 11 W in the municipality of Vernon in the county of Sussex under Hazardous Waste Facility I. D. # **HJD0000692053**.

Delete: This letter of credit may be extended by amendment not later than 120 days prior to the stated expiration date or any further extension for successive one year periods but not beyond March 31, 1989. If you have not received our amendment extending this letter of credit or any extension hereof, in addition to your right to draw against this letter of credit set forth above, you may draw your one sight draft on us for an amount not to exceed the unused balance on the letter of credit accompanied by your **sk**

All other terms and conditions remain unchanged.

This letter is to be attached to and become an integral part of the original credit instrument.

Very truly yours

Ronald Porcero
Ass't V. P.

Authorized signature

Grover Estes
Vice-Pres.

Authorized signature

Page 1 of 2 pages

We have amended our Letter of Credit per your instructions. Please sign and return this confirmation to our International Department.

Signature of Applicant

9540

National Community Bank of
New Jersey
Page 2 of 2 pages
Amendment #3
L/C 9022

statement that the drawing is being made due to our failure to extend the letter of credit.

Replace: Your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under authority of the Resource Conservation and Recovery Act of 1976 as amended." This letter of credit is effective as of March 4, 1983 and shall expire on March 31, 1984, but such expiration date shall be automatically extended for a period of one year on March 31, 1984 and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and Emergency Technical Services Corp. by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and Emergency Technical Services Corp, as shown on the signed return receipts. Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the standby trust fund of Emergency Technical Services Corp. in accordance with your instructions.

Ronald Porcero
Ass't V. P.

Grever Estes
Vice-Pres.

We have amended our Letter of Credit per your instructions. Please sign and return this confirmation to our International Department.

Authorized Signature of Applicant



Disposal of Highly Reactive and
Explosive Chemicals

February 14, 1983

Mr. Joseph Cvinar
Grants Administration Branch
U.S. Environmental Protection Agency
Region II
26 Federal Plaza
New York, New York 10278

Dear Mr. Cvinar:

This letter confirms our telephone conversation of February 10, 1983, concerning financial assurance for closure (40CFR265.143) and third party damage from sudden accidental occurrences (40CFR265.147). We are in the process of documenting our compliance with these sections and forwarding this documentation to you.

To the best of my knowledge, we are in compliance with both regulations. Emergency Technical Services Corporation has always endeavored to maintain all required permits, licenses and certificates and to keep these documents current. To date, our registrations include:

- .1980 Registration with N.J. Department of Environmental Protection (pre RCRA)
- .EPA Notification of Hazardous Waste Activity
- .EPA Consolidated Permit and Hazardous Waste Facility Application
- .Registration in 16 states as Waste Transporters
- .Registration in 8 states as Users of Explosives

E.T.S.C. has posted all bonds or letters of credit and obtained all necessary insurance for these various activities.

As we discussed on the telephone, we will provide documentation of compliance as soon as possible; this will certainly be prior to March 15, 1983.

Thank you for your assistance in solving this potential problem.

Sincerely,
EMERGENCY TECHNICAL
SERVICES CORPORATION


George C. Walton
Operations Manager

GCW/jf

GOLD MINE ROAD, FLANDERS, NEW JERSEY 07836 201-347-0017



GOLDMINE ROAD, FLANDERS, NEW JERSEY 07836 201-347-7111

RECEIVED
JAN 5 1 05 PM '83
ENVIRONMENTAL PROTECTION
AGENCY
NEW YORK, N.Y. 10007

January 4, 1983

Mr. John Hajduk
U.S. Environmental Protection
Agency
Region II
26 Federal Plaza
New York, NY 10278

Dear Mr. Hajduk:

Pursuant to this afternoon's conversation, this letter amends our correspondence to you of November 4, 1982 (attached) as follows:

"This is to inform you that Advanced Environmental Technology Corporation (EPA ID No. NJD080631369), Environmental Transfer Corporation (EPA ID No. NJD991291584), and Emergency Technical Services Corporation (EPA ID No. NJD000692053) will all have the following mailing address, effective November 1, 1982:

Gold Mine Road
Flanders, New Jersey 07836"

Please note that the underscored EPA ID Numbers were interchanged in our November 4th correspondence. The rest of the correspondence remains the same.

If you have any questions, please feel free to call.

Very truly yours,

Teri Erb
Administrative Secretary
Public Affairs

/te
Attachment 1

Consulting and Technical Services for Chemical and Hazardous Waste Management



ADVANCED ENVIRONMENTAL
TECHNOLOGY CORPORATION

November 4, 1982

Mr. John Hajduk
U.S. Environmental Protection
Agency
Region II
26 Federal Plaza
New York, NY 10278

Dear Mr. Hajduk:

This is to inform you that Advanced Environmental Technology Corporation (EPA ID No. NJD991291584), Environmental Transfer Corporation (EPA ID No. NJD080631369), and Emergency Technical Services Corporation (EPA ID No. NJD000692053) will all have the following mailing address, effective November 1, 1982:

Gold Mine Road
Flanders, New Jersey 07836

The new telephone numbers are:

AETC, ETC: 201/347-7111
ETSC: 201/347-0017

Please note that the installation locations will not change. However, please note a correction in our Zip Code as follows:

Gold Mine Road
Mt. Olive, New Jersey 07836

If you need any further clarification, please contact me.

Very truly yours,

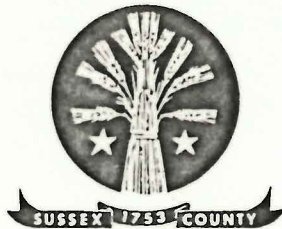
Thomas L. Moran
Vice President
Public Affairs

TLM:te

County of Sussex

COUNTY HEALTH DEPARTMENT

Paul C. Wegmann, Director



Sussex County Health Center
Rt. 655, Frankford Township

Mailing Address: R.D. 3, Box 140A
Newton, New Jersey 07860
Telephone (201) 948-4545

September 28, 1982

Jack Stanton, Director
Division of Waste Management
N.J. DEP
32 E. Hanover St.,
CN 027, Trenton, N.J. 08625

re: Emergency Technical Services Corp.
BLOCK 240 LOT 3
Mud Pond Rd.,
VERNON TWP.

PAB
OCT 1 10 33 AM '82
ENVIRONMENTAL PROTECTION
AGENCY
NEW YORK, N.Y. 10007

~~WJD00069205~~
WJD000692053

Dear Mr. Stanton:

I am writing to express this Department's displeasure with State and Federal agencies concerning the above-referenced facility.

We recently responded to a report of explosions in a remote area of Vernon Township. An inspection revealed a rather elaborate facility engaged in the "disposal" of explosive and reactive hazardous substances. Copies of our inspection reports are enclosed.

Neither this Department nor Vernon Township officials were ever notified that State and Federal operating permits had been issued or were pending. Apparently, no efforts were made to advise local or county regulatory agencies of the subject facility's existence. I was particularly shocked to learn that the facility had been operating since 1979.

The failure to advise local agencies of this operation suggests an indifference toward local government which damages the mutual credibility we all desire. Therefore, I respectfully, but firmly, request that you advise the appropriate county and municipal agencies of the status of the subject facility and any other such facility of which local citizens deserve to be informed. By copy of this letter, I am expressing my views to the other State and Federal agencies who issued permits without notifying local officials.

page 2

We request only common courtesy. Please do whatever is necessary to avoid a repetition of this unfortunate and disturbing communication breakdown.

Sincerely,



Paul C. Wegmann, Director
Sussex County Health Department

cc: / N.J. Department of Labor
 / U.S. EPA
 Vernon Township Committee
 Vernon Township Board of Health

ENC. .

PCW/jk

ISSEX COUNTY HEALTH DEPARTMENT

PAB
OCT 1 10 33 AM '82
ENVIRONMENTAL PROTECTION
AGENCY
NEW YORK, N.Y. 10007

VERNON

9/14/82

Municipality

Inspection Date

HAZARDOUS SUBSTANCES

SES, SO, MP/jk

Program Activity

Inspector

Mud Pond Rd., Bl. 240 Lot 3

hazardous substance disposal

Location

Type of Inspection

697-4424

Emergency Technical Service Corp. (ETSC), P.O. Box 96 Newfoundland, N.J. **

Name, address & phone of owner, agent or responsible person

Name, address & phone of complainant

Results of Investigation:

** Home office: P.O. Box 243, Morris Plains, N.J. 539-9812
President: George Haggart

Inspected site on a complaint concerning the disposal of possible hazardous waste at the above site. Met with Mr. George Haggart, the manager and part owner of the Emergency Technical Services Corp., (ETSC) who explained that they are disposing of highly reactive and explosive chemicals by either open air flash ignition or controlled detonation. The operation began in 1979.

Mr. Haggart supplied us with a site plan, copies of DEP and EPA documents plus information on types and amounts of chemicals involved. Permits presented were:

US EPA I.D.# N.J. DOC692053 (no issue date shown)

NJ DEP permit # M-813-14 for Open Burning of Hazardous Materials
issued 7/19/82

NJ Dept. of Labor and Industry Permit #'s 001930, 001031,
002938 to Use, Store and Transport
Explosives - expires 10/31/82
(no issue date shown)

page 2

All solid waste products, containers, incineration residues, packing and shipping materials are stored in fifty-five gallon metal drums and are removed from site and shipped to CeCos secured landfill site, Niagra, NY.

Site appears to be properly run and has the required Federal and State permits. We were unable to ascertain as to whether or not they have procured any required local approvals. This office will contact Vernon Township to check on whether any necessary local permits were issued.

We will contact the N.J. DEP as to why the local authorities were not notified of this facility.

SUSSEX COUNTY HEALTH DEPARTMENT

VERNON TOWNSHIP

9/13/82

Municipality

Inspection Date

Hazardous Substances

HED ce

Program Activity

Inspector

Route 515, (Mud Pond Acres), Block 240, Lot 3

Explosive Chemicals

Location

Type of Inspection

Owner-Mr. George Haggart, President, P.O. Box 96, Newfoundland, N.J.

Name, address & phone of owner, agent or responsible person

Office - P.O. Box 243, Morris Plains, New Jersey (201) 539-9812

Name, address & phone of complainant

Results of Investigation:

Initial call came from Mrs. Susan Tassey from Vernon who is a friend of Arlene Holbert. Mrs. Tassey asked if this Department was aware of hazardous waste being disposed of by exploding at the above location. Mrs. Arlene Holbert knew of the exact location and the owner of the property. Her father is the owner of a farm close to this disposal site. I spoke to Mrs. Holbert by phone and she explained the location of the site and how to get there, she also gave me the name of the owner of the property (Mr. George Haggart). I contacted the State and spoke to Mr. Pat Ferrara in Northern Office and he verified the state had an application from Mr. Haggart on disposal of certain types of chemical waste, the State would continue to allow him to use this type of disposal and a Mr. Red Rutkowski is the State Engineer reviewing this method of disposal.

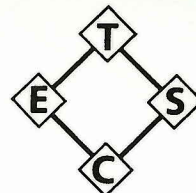
Further investigation will be made by this office.

Red Rutkowski - State Engineer - (609) 292-7744
Arlene Holbert - 697-1079

PRD
 OCT 1 10 33 AM '82
 ENVIRONMENTAL PROTECTION
 AGENCY
 NEW YORK, N.Y. 10007

EMERGENCY TECHNICAL SERVICES CORP.

Disposal of Hazardous Chemicals and Explosives



August 13, 1980

EPA Region II
Information Service Center
26 Federal Plaza
New York NY 10007

Dear Sir:

Enclosed is our "Notification of Hazardous Waste Activity" submitted in accordance with requirements of the Resource Conservation and Recovery Act. There are several aspects of the information submitted that requires explanation which is provided below.

Our firm specializes in the open burning and detonation of waste explosives. These waste explosives normally result from the clean-out of chemical laboratories and are packaged in small (approximately one gallon) containers.

Open burning and detonation is conducted in accordance with a permit to conduct open burning of hazardous material issued by the New Jersey Department of Environmental Protection. In addition, the handling of these materials is also regulated and permitted by the New Jersey Division of Labor and Industry.

We have indicated on the notification the presence of an underground injection well at our installation. This injection well is a septic tank approximately 700 feet from the facility and receives only sanitary wastes with extremely remote probability that hazardous materials will enter the tank.

If additional information is required, please contact me.

Very truly yours,
EMERGENCY TECHNICAL
SERVICES CORP.

George M. Haggart
President

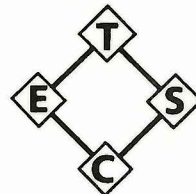
GMH/lc

EMERGENCY TECHNICAL SERVICES CORP.

Disposal of Hazardous Chemicals and Explosives

7/10
NSW 000692053

July 1, 1982



Joe
PAB

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Kenneth Stoller, P.E.
Acting Director
Air and Waste Management Division
U.S. Environmental Protection Agency
26 Federal Plaza
New York, New York 10278

Dear Mr. Stoller:

Enclosed please find the appropriate information demonstrating Emergency Technical Services Corporation's ability to close and care for that facility, as specified in 40 CFR. These requirements have been completed and accepted by the New Jersey Department of Environmental Protection, Division of Waste Management. The enclosed information includes:

1. Description of How and When the Facility Will be Finally Closed.
2. Estimate of the Maximum Inventory of Wastes in Storage and in Treatment at any Time During the Life of the Facility.
3. Description of the Steps Needed to Decontaminate Facility Equipment During Closure.
4. Estimate of the Expected Year of Closure and Schedule for Final Closure.

Since all hazardous wastes, hazardous waste residues and storage containers and structures (i.e., magazines) are to be removed from the site at closure, there is no need to prepare a post-closure plan or implement post-closure care. Absolutely no hazardous waste, hazardous waste residues or any other material which could be considered hazardous are buried at this facility.

If you have any questions, please feel free to contact

Very truly yours,

Thomas L. Moran

Thomas L. Moran
Vice President
Public Affairs

TLM:te
Enclosures

P.O. BOX 243 • MORRIS PLAINS, N.J. 07950 • 201-539-9812 • After Hours 201-697-4424

**U.S. ENVIRONMENTAL
PROTECTION AGENCY
REGION II
NEW YORK, N.Y.**
JUL 6 3 47 PM '82
**AIR & WASTE MANAGEMENT
DIVISION**

CLOSURE PLAN
For
Special Waste Facility
Emergency Technical Services Corporation
Vernon Township, New Jersey

STORCH | 220 RIDGEDALE AVENUE, FLORHAM PARK
ENGINEERS | NEW JERSEY 07932 (201) 822-2600

FLORHAM PARK
NEW JERSEY

WETHERSFIELD
CONNECTICUT

BOSTON
MASSACHUSETTS

HEMPSTEAD
NEW YORK

TABLE OF CONTENTSCLOSURE PLAN

Special Waste Facility

Emergency Technical Services Corporation

Vernon Township, New Jersey

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2.	Estimate of the Maximum Inventory of Wastes In Storage and In Treatment At Any Time During the Life of the Facility	3
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4.	Estimate of the Expected Year of Closure and Schedule for Final Closure	5
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Introduction

By May 19, 1981, the owner or operator of all hazardous waste management facilities must have a written Closure Plan. He must keep a copy of the Closure Plan and all revisions to the plan at the facility until closure is completed and certified in accordance with the Federal Regulations.

The owner or operator may amend this Closure Plan at any time during the active life of the facility. The owner or operator must amend the plan whenever changes in operating plans or facility design affect the Closure Plan, or whenever there is a change in the expected year of closure of the facility. The plan must be amended within 60 days of the changes. The owner or operator should, therefore, review this plan periodically to assure that its contents comply with current operations and design. The owner or operator must submit this Closure Plan to the Regional Administrator at the United States Environmental Protection Agency (USEPA) at least 180 days before the date he expects to begin closure.

The owner or operator must submit this Closure Plan to the Regional Administrator no later than 15 days after:

- (1) termination of interim status (except when a permit is issued to the facility simultaneously with termination of interim status); or,
- (2) issuance of a judicial decree or compliance order under Section 3008 of the Resource Conservation Recovery Act (RCRA) to cease receiving wastes or close.

The closure cost for the Special Waste Facility, located in Vernon Township, New Jersey, operated by Emergency Technical Services Corporation is estimated to be \$2,475.

1. Description of How and When the Facility Will Be Finally Closed

The Special Waste Facility located in Vernon Township, New Jersey, operated by Emergency Technical Services Corporation will be finally closed in approximately the year 2,050. The procedure for closure is outlined below and described in detail in Sections 2 through 4 of this Closure Plan.

The facility will be closed in a manner that will minimize, if not eliminate, the need for further maintenance. This will be accomplished by the decontamination of all equipment as described in Section 3 and removal of equipment as described in Section 4.

Post closure escape of hazardous waste and contaminated rainfall will be eliminated by the decontamination steps described in Section 3. Post closure escape of hazardous waste and hazardous waste constituents to the atmosphere will be eliminated as a result of the steps described in Section 4.

Closure procedures are estimated to take about 7 days after receiving the final volume of hazardous wastes. When closure is completed, all facility equipment associated with normal storage/disposal operations will have been either properly disposed of or decontaminated. All hazardous waste storage magazines and cabinets will be cleaned and removed from the site. The burning pan will be scraped clean, rendered non-hazardous, and removed from the site. The burning tube will be dismantled, placed in a 55 gallon container and transported to a USEPA approved disposal facility.

When closure is completed, the owner of the facility will submit certifications both from himself and from an independent registered Professional Engineer in the State of New Jersey that the facility has been closed in accordance with the specifications in the approved Closure Plan.

2. Estimate of the Maximum Inventory of Wastes in Storage and in Treatment at any Time During the Life of the Facility

The maximum inventory of wastes in storage at any time during the life of the facility is approximately 100 pounds. This is the aggregate total for all wastes on-site which include organic peroxides, pyrophoric materials, reactive metals and explosives.

3. Description of the Steps Needed to Decontaminate Facility Equipment During Closure

The only equipment which will require decontamination during closure is the 8-foot diameter burning pan. Since there is a possibility that caustic residue (but no toxic substances) may remain on the pan's surface, all scales will be scraped off and placed in 55 gallon containers for shipment off site to a USEPA approved disposal site. The burning pan, suitable for further use, will then be removed from the site.

Some equipment will be cleaned, including the hazardous waste magazines and cabinets. The material used in this cleaning process will be placed in 55 gallon containers for shipment to a USEPA approved disposal site. The storage structures, suitable for further use, will then be removed from the area.

The four concrete pads on the site will also be cleaned. Following the removal of structures/equipment from these pads, the concrete will be cleaned. All cleaning material associated with this process will be placed in 55 gallon containers for shipment off site to a USEPA approved disposal site.

4. Estimate of the Expected Year of Closure and Schedule for Final Closure

The expected date of final closure is approximately the year 2,050. The total time required to close the facility is estimated to be 7 days, the schedule for which is provided as follows:

Day 1-Day 4

Detonate and/or burn the last quantities of hazardous materials on-site.

Day 5

Scrape off all scales from the burning pan and place in 55 gallon containers.

Clean hazardous waste magazines and cabinets, placing all cleaning material in 55 gallon containers. Remove storage magazines and cabinets from site.

Day 6

Dismantle burning tube and place in 55 gallon container.

Place all packing materials (i.e., vermiculite, glass, carboard, etc.) which was received with the last shipment of incoming waste into 55 gallon containers.

Clean the four concrete pads, placing all cleaning material in 55 gallon containers.

Day 7

Ship all 55 gallon containers used in the closure process off site to a USEPA approved disposal facility.

After closure, the only structures to remain on-site which have been associated with normal storage and disposal operations of the facility will be the concrete pads.

Appendix - Cost Estimate For Facility Closure

The owner or operator must keep this estimate, and all subsequent estimates at the facility.

The owner or operator must prepare a new closure cost estimate whenever a change in the closure plan affects the cost of closure.

Once each year (on the anniversary of the effective date of the applicable Federal Regulations) the owner or operator must adjust the latest closure cost estimate using an inflation factor derived from the annual Implicit Price Deflator for Gross National Product as published by the U.S. Department of Commerce in its Survey of Current Business. The inflation factor must be calculated by dividing the latest published annual Deflator by the Deflator for the previous year. The result is the inflation factor. The adjusted closure cost estimate must equal the latest closure cost estimate times the inflation factor.

The following is a sample calculation of the adjusted closure cost estimate: Assume that the latest closure cost estimate for a facility is \$50,000, the latest published annual Deflator is 152.05, and the annual Deflator for the previous year is 141.70. The Deflators may be rounded to the nearest whole number. Dividing 152 by 142 gives the inflation factor, 1.07. Multiply \$50,000 by 1.07 for a product of \$53,000-the adjusted closure cost estimate.

Project Emergency Technical Services Corporation

Made By DF Date 5/11/81

Chkd By WJD Date 5/14/81

Cost Estimate for Closure of Facility

1. Cleaning and Shipment of Material Off-site:

- a. Material associated with the cleaning of the burning pan, hazardous waste magazines and cabinets, and four concrete pads to be placed in 55-gallon shipping containers

\$cost/container	No. Containers	Total Cost \$
------------------	----------------	---------------

\$ 50	1	50
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- b. Place dismantled burning tube in 55-gallon shipping container

\$ 50	1	50
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- c. Place all packing materials which was received with last incoming shipment of wastes in 55-gallon shipping containers

\$ 50	4	200
-------	---	-----

Total Cleaning Cost		\$ 300
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2. Labor:

- a. Clean burning pan, magazines, cabinets, and four concrete pads

1 1/2 mandays

- b. Dismantle burning tube

1/8 manday

- c. Place all packing materials in shipping containers

1/8 manday

Total 1 3/4 mandays

Subtotal Labor Cost = (1 3/4 mandays)(\$ 100/manday) = \$ 175

2. Labor (cont'd.)

d. Expert for detonation of explosives
and destruction of flammables
and highly reactive wastes 4 man days

Subtotal labor cost = (4 man days) (\$ 500/man day) = \$ 2000

Total labor cost = \$ 175 + \$ 2000 = \$ 2175

Total Closure Costs:

Item 1 \$ 300

Item 2 \$ 2175

\$ 2475

HAZARDOUS WASTE FACILITY CERTIFICATE OF LIABILITY INSURANCE

1. The Evanston Insurance Company, (the "Insurer"), of One American Plaza, Evanston, Illinois 60201 hereby certifies that it has issued liability insurance covering bodily injury and property damage to EMERGENCY TECHNICAL SERVICES CORPORATION, (the "Insured"), of Goldmine Road, Flanders, NJ 07836 in connection with the Insured's obligation to demonstrate financial responsibility under 40 CFR 264.147 or 265.147. The Coverage applies at NJD000692053. Emergency Technical Services Corporation, Route 515, Vernon, NJ 07462 EPA Identification Number NJD000692053 for non-sudden accidental occurrences. The Limits of Liability are \$1,000,000 each occurrence and \$2,000,000 annual aggregate exclusive of legal defense costs. The Coverage is provided under Policy Number IE 100078, issued on August 20, 1982. The effective date of said policy is August 25, 1982.
2. The Insurer further certifies the following with respect to the insurance described in Paragraph 1:
 - (a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy.
 - (b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in 40 CFR 264.147(f) or 265.147(f).
 - (c) Whenever requested by a Regional Administrator of the U.S. Environmental Protection Agency (EPA), the Insurer agrees ,the Insurer agrees to furto furnish to the Regional Administrator a original of the policy and all endorsements.
 - (d) Cancellation of the insurance, whether by the Insurer or the insured, will be effective only upon written notice and only after the expiration of sixty (60) days after a copy of such written notice is received by the Regional Administrator(s) of the EPA Region(s) in which the facility(ies) is (are) located.
 - (e) Any other termination of the insurance will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the Regional Administrator(s) of the EPA Region(s) in which facility(ies) is (are) located.

I hereby certify that the wording in this instrument is identical to the wording specified in 40 CFR 264.151(j) as such regulation was constituted on the date first above written, and that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more States.



Max W. Beam
Authorized Representative of
Evanston Insurance Company
One American Plaza
Evanston, Illinois 60201

CERTIFICATE ISSUED TO:

NEW YORK, NEW YORK 10007
ENVIRONMENTAL ACTION GROUP
JUN 14 9 57 AM '83
GRANTS ADMINISTRATION
BRANCH
REGION II